

SUBSCRIBER AGREEMENT FOR WIRELESS INTERNET ACCESS

This WIRELESS DEDICATED ACCESS AGREEMENT (the "agreement") is *entered* into on the date entered below, between Fast-Air Internet, Incorporated and ("subscriber") whose name and address are set forth below.

1. Fast-Air Internet will provide subscriber a shared T-1 Internet connection for full use up to a **transfer quota of 60 gigabytes per month**. Fast-Air Internet reserves the right to establish incremental service charges for use of its services exceeding stated thresholds as set forth, from time to time. These service charges will be posted on the Fast-Air Internet Plans Page. Said usage charges will be billed in arrears.
2. Subscriber agrees to a 1 (one) year service commitment and from month to month thereafter. Either party may cancel the agreement upon 30 days written notice. A \$100.00 cancellation fee will be charged to subscriber if they cancel before the first year. However, Provider reserves the right to terminate the agreement without any notice should Subscriber violate any term herein. In such cases, Subscriber shall be liable for all payments due herein up to the date of termination.
3. Subscriber will allow Fast-Air personnel required access to premises to remove Subscriber Unit, any external antenna (if used), Power Supply, and Lightning arrestor, and cables if either Subscriber or Provider terminates agreement or service.
4. Subscriber shall not move, relocate, alter, sell, lease, assign, or in any way tamper with the subscriber unit. At all times, Subscriber agrees to pay Provider any cost Provider incurs to repair or replace the subscriber unit.
5. This lease agreement does not include equipment other than the Subscriber Unit(SU) and mounting, PoE/Lightning Adapter, pigtail cable, and SU cable, and any external antenna which will be provided by Fast-Air Internet for lease.
6. Installation fees are non-refundable if the wireless connection is operable later than 7 days after installation. Equipment installation fees are only refundable if the connection is not working within 7 days after installation.
7. Subscribers will be required to pay, in advance for services. All payments are due by 10th of the month. Subscriber's account(s) may be temporarily disabled until full payment is received. A late fee of \$5.00 per month will be charged to all accounts not paid in a timely manner. A \$25.00 reconnect fee will be assessed on all disabled accounts. Returned checks will be charged a fee of \$30.00. Fast-Air Internet reserves the right to require a deposit in an amount up to the replacement value of the external subscriber unit. Subscriber agrees to pay the deposit as a condition of further Internet access.
8. Fast-Air Internet is NOT responsible or liable for any of the following;
 - Any obstructions) that might be erected or grow between subscribers antenna and Fast-Air Internet's antenna causing degradation or loss of service
 - Damage to equipment from lightning / power surges
 - Re-aiming the antenna
 - Installing hardware and/or software in a different computer after installation
 - Re-configuration of network settings due to, but not limited to: tampering or re-installation of operating system.
 - Any damage done to property from installation
9. I understand that tree leaves hold water, they absorb signal and that may degrade or disrupt my signal. I may require extra hardware and setup at that time. Fast-Air Internet shall not be held liable for any changes, nor will I be entitled to any type of refund.
10. If Fast-Air Internet terminates subscriber for violation of unlawful practices or inappropriate materials, subscriber shall pay, immediately, a lump sum equal to the charges of the remainder of the one-year term of the agreement.
11. Subscriber acknowledges that the Internet is not owned, operated, or managed by Fast-Air Internet or any of it's affiliates and that it is a separate network of computers independent of Fast-Air Internet network. Subscribers use of the internet is solely at subscribers own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond Fast-Air Internet's authority and control.
12. Fast-Air Internet's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but not limited to, copyrighted material, material judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged unfit by Fast-Air Internet.
13. Subscribers shall not establish Internet servers of any kind, including without limitation, Web, E-mail, Games, FTP, or the like, without prior written authorization and pricing agreement from Fast-Air Internet, Incorporated. Any use of down loaders will be required to have file sharing disabled. Remote Control Software is permissible to be run on your computers.
14. Fast-Air Internet specifically disclaims any responsibility for the accuracy or quality of information obtained through the Internet. Fast-Air Internet makes no warranties, expressed or implied, including, but not limited to, loss of data or financial loss resulting from delays, non-deliveries, miss-deliveries or service interruption however caused.
15. Routine maintenance and periodic system repairs, upgrades and reconfigurations, acts of God, mechanical or electronic breakdowns may result in temporary service impairment or interruption of service. Fast-Air Internet does not guarantee continuous or uninterrupted service. Subscriber holds Fast-Air Internet, Incorporated, it's directors, officers and employees harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of service interruption or loss of service.
16. Subscriber shall indemnify Fast-Air Internet and affiliates from any and all claims and expenses arising from subscribers' breach of any provision of this agreement.
17. In the event of litigation, both parties agree that the law of Michigan shall apply and both parties agree to have its venue in Iron County, Michigan.
18. This agreement represents the complete understanding between Fast-Air Internet, Incorporated and subscriber as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.
19. This agreement is subject to change and additions as required by law or protection of Fast-Air Internet and affiliates.

Subscriber:
Name: (Print) _____
Signature: _____

E-mail: _____
Date: _____
Address: _____
City, St Zip _____

Fast-Air Internet
Representative: _____

Date _____ Rev. 09/12/2013